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Title: **Tuscarora, Town of and Joint Council 18, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 529 (2003)**

Employer Name: **Tuscarora, Town of**

Union: **Joint Council 18, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **529**

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5-6/29/04

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8698

AGREEMENT

BETWEEN

TOWN OF TUSCARORA, NEW YORK

and

TEAMSTERS LOCAL UNION NO. 529
Elmira, New York 14904

For period January 1, 2003 through December 31, 2005

09/30/2002

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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PREAMBLE

WHEREAS, it is the intent and purpose of the parties to this Agreement to:

1. Establish and maintain a harmonious and cooperative relationship between the Town of Tuscarora and its Highway Department employees in order to protect the public by assuring at all times the orderly and uninterrupted business and services of government.
2. Comply with the requirements of the Public Employees' Fair Employment Act by recognizing the rights of employees of the Town of Tuscarora to self organization and representation for collective negotiations on the terms and conditions of employment.
3. To set forth the rights and responsibilities of the Town and Teamsters Local Union No. 529 consistent with Law. Nothing contained herein shall deprive the Town and employees of any protection and/or rights they have under this contract, the New York State Civil Service Law, and any other applicable Law.

NOW, in consideration of the mutual obligations contained herein, the parties agree as follows:

ARTICLE I. RECOGNITION

101. This agreement is made between the Town of Tuscarora, New York, hereinafter called the "Employer", and Teamsters Local Union No. 529, affiliated with the International Brotherhood of Teamsters, Joint Council 18, and AFL-CIO, hereinafter called the "Union".

102. The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining of all full-time motor equipment operator employees of the Town of Tuscarora Highway Department under the provisions of the Public Employees Fair Employment Act, (Taylor Law) except elected and appointed officials, department heads, seasonal employees, part-time employees, and employees serving in a position designated as management or confidential.

103. Nothing contained herein shall deprive the Town and employees of any protection and/or rights they have under this contract, the New York Civil Service Law and any other applicable law.

104. The Employer retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether or to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this agreement, to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, lay off, assign transfer,

promote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

105. The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all rights, powers and authority the Employer had prior to entering this agreement are retained by the Employer, except as expressly and specifically abridged, granted, or modified by this agreement.

106. The employer shall perform its obligations under this agreement in a fair and impartial manner to all employees and shall not discriminate against any employee for reasons of sex, race, color, creed, or national origin.

ARTICLE II. EMPLOYEE ORGANIZATION RIGHTS

201. Union Security. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against, any Employee with respect to such matter.

202. When the Employer deems it advantageous to hire additional full-time Motor Equipment Operator employees, the Union shall be given equal opportunity, along with all sources, to refer suitable applicants, however; the Employer shall not be required to give preference to or hire any applicants referred by the Union over any other applicant. It is understood and agreed on that the Employer may give hiring preference to residents of the Town of Tuscarora.

203. Nothing contained in this Article, or anywhere in this Agreement, shall be so construed as to require the Employer to violate any applicable law.

204. The Employer shall deduct from the wages of members of Local Union No. 529 employed by the Town as a full-time Motor Equipment Operator and remit the same to Teamsters Local Union No. 529, 129 East Chemung Place, Elmira, NY 14904, regular membership dues and assessments, for those employees who have signed the appropriate payroll deduction authorization forms permitting such deductions, and have caused the form to be on file with the Employer.

205. Deductions authorized and given to the Employer by the Employee shall continue as so authorized unless or until such employee so notifies the Employer of his/her desire, in writing, to change or discontinue such authorization. The Union assumes and accepts full responsibility for the disposition of such funds so deducted once they are turned over to the Union.

206. Teamsters Local Union No. 529, having been recognized or certified as the exclusive representative of employees within the bargaining unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of Teamsters Local Union No. 529, the amount equivalent to the dues levied by the Union. The Supervisor, or his designee, of the Town of Tuscarora shall make the deductions and transmit the sum so deducted to the Union as in Section 204 of this Article.

207. The Union shall certify to the Employer, in writing, each month a list of its members working for the Employer who have furnished the Employer with the appropriate payroll deduction authorization forms, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of each member. The Supervisor, or his designee, of the Town of Tuscarora shall

deduct such amount from the first paycheck following receipt of statement of certification of each member and remit to the Union as in Section 204 of this Article.

208. The Employer shall add to the statement of certification list the names of all full-time Motor Equipment Operator employees who, have completed their probationary period and been placed on the Seniority List, have been hired into the bargaining unit since the last list was submitted and delete the names of employees no longer employed or in the bargaining unit.

209. When the Employer actually makes a deduction for dues, initiation fees, or assessments, in accordance with the statement received from the Union, the Employer shall remit same no later than thirty (30) days from the date such deduction was made.

210. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the Employee shall make arrangements with the Union and Employer to pay such dues.

211. The Employer shall recognize an employee's authorization for deduction from wages if it is in compliance with State and Federal law. The deduction shall be transmitted to the Union or to such other organizations as the Union may request, if mutually agreed to. No such authorization shall be recognized if it violates State or Federal law, and no deduction shall be made which is prohibited by applicable law.

212. The Union hereby agrees to hold the Employer harmless for any and all damages the Town may sustain as a result of making the payroll deductions when such damage is the result of the error or negligence of an employee or officer of the Union or Union Member requesting such payroll deductions.

213. Bulletin Board. The Employer shall provide a place in the main place of work (where employees commonly report to and leave work) designated by the Highway Superintendent for the posting of notices by authorized Union representatives pertaining to official Union business.

ARTICLE III. NON-DISCRIMINATION

301. The Employer and the Union agreed to abide by all Federal and New York State laws pertaining to the matter of discrimination with respect to segregation, hiring, compensation, terms or conditions of employment.

302. The Employer and the Union further agree not to discriminate against any individual because of such individual's membership or non-membership in the Union, support or non-support of the Union, or activity that is lawful under the Taylor Law.

ARTICLE IV. BARGAINING UNIT

401. Defined. The terms and conditions of this Agreement shall apply to all full-time Motor Equipment Operator employees of the Employer performing work traditionally has been, presently is, or which in the future may be assigned to or related to the duties of the Highway Department full-time Motor equipment Operator employees.

ARTICLE V. SENIORITY

501. Seniority List. A list of full time Motor Equipment Operator employees arranged in descending order of their seniority shall be placed in a conspicuous place at the place of employment. Each entry on the list shall include their seniority date. Within thirty (30) days following the effective date of this Agreement, the Employer shall forward a copy of this list to the union. Upon making additions to or deletions from this list, the Employer shall forward a copy of the amended list to the Union within thirty (30) days following the amendments.

502. Probation. A full-time Motor Equipment Operator employee who is hired shall work under the provisions of this Agreement. However, such Employee shall be employed on a six (6) month trial basis to enable the Employer to determine the employee's fitness and ability and may discharge such employee if the Employer determines that the employee lacks the fitness and/or ability to perform the work. It is specifically understood that the Employer shall not discharge or discipline a probationary employee for the purpose of evading this Agreement, on the basis of Union Membership, for the purpose of discouraging Union membership, or to avoid adding employees to the seniority list.

503. After completing the probationary period, the employee shall be placed on the regular full-time Motor Equipment operator employee seniority list and his/her seniority date shall be his/her first day of actual work. Upon completion of the probationary period the employee shall freely make his/her choice whether or not to join the Union. However, no matter which choice the employee makes he/she is entitled to full representation by the Union and thereby must pay the prescribed fees as stated in this Agreement.

504. Application of Seniority. The principle of seniority shall be used to settle disputes involving requests for vacation, personal leave time, layoff, and recall and leave of absence. The Highway Superintendent shall confirm all requests subject to the grievance procedure.

505. Accrual. Seniority shall not be accrued during any periods of voluntary or mandatory layoff or leave of absence.

506. Overtime will be distributed by the Highway Superintendent using the principal on the basis of ability and qualifications.

ARTICLE VI. DISCIPLINARY ACTION

601. Any full-time Motor Equipment Operator employed as such and on the Town payroll on September 1, 1996 shall receive the rights and protection as provided for in Section 75 of the Civil Service Law for discharge and/or suspension. Any full-time Motor Equipment Operator employed as such on the Town payroll after September 1, 1996 will receive Section 75 protection and rights concerning discharge and/or suspension after successful completion of a six (6) month probationary period and placement of their name on the Seniority List.

602. Disciplinary action, including discharge or suspension, shall be imposed only for just cause.

603. Right to Union Representation. An employee shall be entitled to Union representation at each state of any disciplinary proceeding instituted by the Employer. An employee shall be entitled to Union representation at any questioning if it is contemplated that the employee might be disciplined as a result of any matter to which the questioning relates. Before commencing each stage of any disciplinary proceeding and before commencing any questioning as set forth above, the Employer shall

inform the affected employee(s) of their right to Union representation as set forth in this paragraph. As used in this paragraph, the right to Union representation includes the right to consult with a Union representative in advance of the stage of disciplinary proceeding or questioning or both, as applicable, and the opportunity to have the Union representative present throughout the interview or disciplinary procedure. No employee may be disciplined or discharged based on any questioning or investigation performed in the absence of Union representation unless the employee waives his/her right to representation in writing. Any statements or admissions made by an employee during a questioning without the employee having had the opportunity to have Union representation shall not be used in a disciplinary proceeding against any employee. No recording device of any kind shall be used during any disciplinary proceedings unless agreed to by the employee, the employer, and the union, or its authorized representative, and each such party receives a copy of the recording. Disciplinary action shall not remain in effect for more than one (1) year.

604. Union Steward. One steward may be elected or appointed whose duty shall in no way conflict with his duties to the Employer. Before discharging a steward, the Employer shall in every case notify the officers of the Union. The Employer shall recognize him as the representative of the Union. There shall be prompt written notification by the Employer to the Steward and officers of the Union for all infractions of Employer rules by the employees within five (5) days. Upon electing or appointing a steward, the Union shall in every case notify the Highway Superintendent.

605. The steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement, and his authority shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- b. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers.

606. The Employer recognizes these limitations on the authority of the shop steward and shall not hold the Union liable for unauthorized acts of the shop steward. In the event the shop steward orders an unauthorized strike action, slowdown or work stoppage, he shall be subject to suspension, discharge or other discipline at the Employer's discretion.

607. The Chief Steward will be permitted, on his own time, to investigate, present, and process grievances on the Employer's property at nocost to Employer.

ARTICLE VII. GRIEVANCES

701. Defined. Any dispute concerning the interpretation or application of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article. "Agreement" includes this Agreement, along with all riders, supplements, appendices, letters of understanding, and other documents that cover in whole or in part terms and conditions of employment.

702. Every employee shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his/her choice at all steps of the grievance procedure. Employees, the Union, and the Employer shall have five (5) working days from the time that they became aware of such dispute to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the

matter. If a party to this Agreement fails to respond to a grievance within five (5) working days of its receipt of the grievance, that party shall be deemed to have accepted the merit of the grievance.

703. Grievance Procedure. The procedural steps of the grievance procedure shall be as follows:

704. Step 1. The Employee shall present the basis for his/her dispute to his/her Union representative who shall advise the employee of his/her rights and assist the employee and the Superintendent of Highways, or his designee, to reach an amicable solution. The presentation may be either oral or written.

705. Step 2. The second step of the grievance procedure shall be between the Union Business Agent, or his designee, and the Superintendent of Highways or his designee. Any party necessary to amicably resolve this dispute shall be present. The presentation may be either oral or written.

706. Step 3. The third step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and the Supervisor of the Town of Tuscarora. Any parties necessary to amicably resolve this dispute shall be present at the presentation. The presentation may be oral or written. If the dispute cannot be satisfactorily resolved the issue may be submitted by either party to the New York State Employment Relations Board for final and binding arbitration.

707. The Arbitrator shall have no power to subtract from or modify any of the provisions in this Agreement.

708. All awards of back pay shall be limited to the amount of wages employee(s) would have earned from his employment with the Town, less any other compensation for personal services that the employee has received from any source during said period.

ARTICLE VIII. REVIEW OF PERSONNEL FILE

801. All personnel files concerning Highway Department employees will be kept by the Superintendent of Highways, confidentially, in a place of his choosing. An employee shall be provided the opportunity to review the contents of his/her personnel file upon the presentation of a written request to the Highway Superintendent. The Highway Superintendent shall within, five (5) working days provide a time for the employee to review his/her file in the presence of the Highway Superintendent during work break or off duty hours. The employee may have a representative present during the review, however; the file must not leave the jurisdiction of the Highway Superintendent. The employee may place a response in the file to anything he/she feels necessary.

802. The personnel file shall contain all memoranda and documents relating to the employee which contain criticism, commendation, appraisal, or employee's job performance ratings. Copies of such memoranda shall be sent or given to the employee at the time they are placed in the file.

803. An employee may, upon receipt of written request, receive within five (5) working days a copy of any documents in his/her personnel file of which he/she has not previously been given copies.

ARTICLE IX. EXAMINATIONS

901. All Motor Equipment Operator employees within the Highway Department must have and maintain a valid New York State Commercial Drivers License (CDL) as a condition of employment. Any expense for examinations or licensing to obtain or maintain a CDL is the responsibility of the employee, or prospective employee, except for the portion of expense that is covered by and paid for by health insurance.

902. When the Town of Tuscarora, the County of Steuben, or the State of New York requires a physical examination, blood test, x-ray or other test of a medical nature, the ordering government shall designate the provider and pay all costs for such examination. Such examinations, whenever possible, will be scheduled during normal working hours and at no loss of pay to the employee.

903. Further, except to the extent as is specifically required by Federal or State of New York law, no employee shall be asked or require to submit to drug or alcohol testing.

ARTICLE X. HEALTH AND SAFETY

1001. Protective Clothing. The Employer shall provide, at its expense, all the necessary gear as prescribed by any law or regulatory agency for adequate protection from inclement weather. The discretion of the Highway Superintendent will be used as to purchasing and disbursing, of all protective clothing.

1002. Safety Appliances. The Employer, through the discretion of the Highway Superintendent as to purchasing and disbursing, shall provide all necessary safety appliances as prescribed by law or as regulations of any regulatory agency.

1003. Employees will maintain apparel including the cleaning and laundering of same. Employees shall also provide normal maintenance of all other personal equipment supplied by the town and used by the employee in the performance of his/her job.

1004. Worn out or damaged clothing or equipment must be returned to the Highway Superintendent before replacements are issued.

1005. Upon termination of employment with the Town, all clothing and equipment issued to an employee shall be returned to the Highway

Superintendent, before the employee is eligible to receive his/her final payment for wages from the Town. (The cost value to the Town, plus a ten percent (10%) surcharge, of any missing equipment or clothing not turned in at termination of employment shall be deducted from the employee's final wages or benefits due.)

1006. Training. The Employer shall provide, at its expense, the training and education as deemed necessary by the Highway Superintendent, or prescribed by any law or regulatory agency, in order for the employees to perform their jobs safely and efficiently. However, it shall be a condition of employment for all full-time Motor Equipment Operator employees to have a valid Red Cross Standard First Aid card.

ARTICLE XI. WAGES AND HOURS

1101. Hours. The standard work week for all Motor Equipment Operator employees shall be forty (40) hours. All hours worked in excess of forty (40) in a work week shall be compensated at a rate equal to one and one-half (1 1/2) times the employee's hourly wage scale. Hourly wage scale compensation shall be in addition to all other benefits provided for in this Agreement.

1102. Work Week. The work week shall be the period of time from 12:01 a.m. Sunday through 12:00 midnight Saturday, all inclusive. Hours of work will be accounted for and scheduled by the Highway Superintendent, or his designee.

1103. The Union recognizes the right of the Employer to change the work schedule when necessary to insure orderly operation or to provide for unusual conditions or situations.

1104. Work Day. The normal work day shall be the period of time from 7:00 a.m. to 3:30 p.m. inclusive. The day will contain one (1) fifteen-minute

paid period scheduled by the Highway Superintendent, or his designee, to be taken as a break from work period. Also, each day will contain one (1) thirty-minute unpaid period scheduled by the Highway Superintendent, or his designee, to be taken as a lunch break. Meals may be obtained from an establishment or home as long as the travel time is counted as part of the break time.

1105. Optional Summer Work Day/Week. The Highway Superintendent may at his discretion decide to schedule a Summer Work Day/Week to take advantage of Daylight Savings Time. From the work week next succeeding May 1st to the work week next succeeding October 1st, the Highway Superintendent may decide to make the Summer Work Day/Week the normal schedule of work. The Highway Superintendent has the full authority to schedule work and may implement or rescind the Summer Work Day/Week at his discretion with a 48-hour advance written notice to employees. The normal Summer Work Day shall be the period of time from 6:00 a.m. to 4:30 p.m. inclusive. The day shall include one (1) fifteen-minute paid period, scheduled by the Highway Superintendent, or his designee, to be taken as a break from work period. Also each day will contain one (1) thirty-minute unpaid period, scheduled by the Highway Superintendent or his designee, to be taken as lunch break. Meals may be obtained from an establishment or home as long as the travel time is counted as a part of the break time. The Summer Work Week shall be as in Sections 1101 and 1102 of this Article.

1106. Payday. Thursday shall be the designated payday each week. Every effort shall be made to calculate each employee's paycheck accurately. In the event of an overage or shortage that causes a hardship (\$50.00) the Highway Superintendent, or his designee, shall make every effort to contact the correct person to rectify the problem the same day, or as soon as

possible. Paychecks distributed each Thursday shall be payment for hours accrued in the work week immediately prior.

1107. Overtime Breaks. There shall be times when employees work overtime. In order to combat the effects of additional fatigue, overtime breaks are needed. When an employee works three (3) hours either before or after and in addition to his/her regular shift, they shall receive an additional fifteen-minute paid break to be scheduled by the Highway Superintendent, or his designee. When an employee works five (5) hours either before or after and in addition to his/her regular shift they shall receive additional twenty-minute paid break.

1108. Wages. The following top hourly wage rates shall be:

2003	Regular	\$10.64/hour	Overtime	\$15.96/hour
2004	Regular	\$10.96/hour	Overtime	\$16.44/hour
2005	Regular	\$11.29/hour	Overtime	\$16.93/hour

1109. Starting Pay. When a full-time Motor Equipment Operator is hired he/she shall start at the hourly rate of \$5.65 per hour with no previous experience applicable or the hourly rate of \$6.15 with previous applicable work experience and the approval of the Highway Superintendent/Town Board. He/she will ultimately reach the same top hourly wage rate as the other full time Motor Equipment Operator employees. When the new employee satisfactorily completes the six (6) month probation period he/she shall receive a Ninety Cents (\$.90) an hour pay increase effective with the work week next following completion of his/her probationary period. Furthermore, the new employee shall be evaluated at the end of each thirty-day period, following completion of the probation period, and at the discretion of the Highway Superintendent may have his/her hourly rate increased by Fifteen Cents (\$.15) until he/she

attains the same top hourly wage rate as other Motor Equipment Operator employees.

1110. To the extent that any Federal or New York State Minimum Wage Law provides for a minimum wage higher than a starting wage rate or a top wage rate, provided by this Agreement, then such higher wage rate shall prevail.

1111. Employees called in to work before their regular shift for an emergency shall be allowed thirty (30) minutes to report for work. No employee shall be able to refuse to report for work, when called for emergency work, without a valid medical reason.

1112. Layoff and Recall Notice. The Employer shall provide any employee being laid off with one-week notice that he/she is being laid off.

1113. A laid off employee shall receive at least five (5) work days notice of recall. Such notice shall be mailed to the employee's last known address by certified mail, return receipt requested. The employee shall respond to such notice within five (5) work days of receiving the recall notice and shall report back to work at the specified time within ten (10) work days of receiving the recall notice, unless otherwise mutually agreed to.

ARTICLE XII. HEALTH AND WELFARE

1201. The employer will participate in the New York State Teamsters Council Health and Hospital Fund with the following coverages:

Medical and Prescription	Supreme Option
Dental	Option One
Vision	

The employer agrees to execute and make part of this agreement such documents, including the Fund's Participation Agreement as are necessary so that such benefits can be provided to employees.

1202. The employer will pay eighty-five percent (85%) of the premium for the employee and any dependant coverage up to a maximum monthly benefit of Six Hundred Fifty Dollars (\$650.00) for family coverage, a maximum monthly benefit of Four Hundred Ten Dollars (\$410.00) for single plus one, and Two Hundred Five Dollars (\$205.00) for single coverage for the first year of the contract. The second year of contract the employer will pay eighty-two and one-half percent (82.5%) with a maximum of Six Hundred Fifty Dollars (\$650.00) for family coverage, a maximum of Four Hundred Ten Dollars (\$410.00) for single plus one, and a maximum of Two Hundred Five Dollars (\$205.00) for single coverage. The third year of contract the employer will pay eighty percent (80%) with a maximum of Six Hundred Fifty Dollars (\$650.00) for family coverage, a maximum of Four Hundred Ten Dollars (\$410.00) for single plus one, and a maximum of Two Hundred Five Dollars (\$205.00) for single coverage.

1203. If the employee does not want the insurance, or has spousal coverage, he/she may opt for a lump sum payment of One Thousand Dollars (\$1,000.00) in lieu of the insurance. This benefit will be paid on the payday following the first full work week of December in each year, providing the employee has been continuously employed since January 1st of the same year (probationary period included). There shall be no pro-rata of this benefit.

ARTICLE XIII. RETIREMENT BENEFIT

1301. The Employer participates in the New York State and Local Employees Retirement System to the employees who qualify under the rules of that system. The Employer shall continue the present Retirement Plan.

ARTICLE XIV. CLOTHING ALLOWANCE

1401. As provided in Article X, Sections 1001, 1002, 1003, 1004, 1005.

ARTICLE XV. VACATIONS

1502. Years of Service. Date of hire to anniversary date. Vacation is earned from anniversary to anniversary. Time spent on leave of absence, disability, lay off, or prior service shall not be used to calculate vacation benefit time.

1502. Vacation Time Benefit Accumulation Schedule.

1 - 364 days of service	No vacation time
1 - 3 years of service	40 hours vacation time
4 - 9 years of service	80 hours vacation time
10 - 19 years of service	120 hours vacation time
20 years of service or more	160 hours vacation time

1503. Scheduling of Vacation Time. Vacation time may be used in segments of as little as four (4) hours. Vacation time shall be credited the first full work week following the employee's service date anniversary and may be used any time thereafter with approval of the Highway Superintendent, or his designee. All requests for vacation time benefits in excess of ten (10) hours shall be made to the Highway Superintendent, or his designee, as far in advance as possible and a minimum of thirty (30) days. All requests for vacation time benefits must be approved by the Highway Superintendent, or his designee, however, requests for ten (10) hours or less shall not require thirty (30) days prior approval.

1504. Time Limit on Use of Vacation Time Benefit. An employee's vacation time benefit earned at anniversary date cannot be taken until the next immediate calendar year, and, in addition, must be used within that same calendar year. (Example: On anniversary date of August 1, 1997 an employee

has earned two (2) weeks vacation. These two (2) weeks cannot be used until calendar year 1998 and must be used in its entirety during that calendar year.) Any earned vacation time not taken is not subject to payment and will be forfeited.

1505. Separation of Employment. An employee who is terminated for cause shall forfeit any vacation benefit time accrued during the current service year. The employee may be paid for any unused vacation time benefit from the prior service year provided he/she meets all the conditions of this Agreement. An employee who resigns shall be paid for all unused vacation time benefit from the prior service year and for any accrued vacation time benefit in the current service year up to the date of his/her resignation. An employee who is laid off or on a long term disability (over thirty (30) working days) may be paid for any unused vacation time benefit from the prior service year and any accrued vacation time benefit to the date of layoff or disability during their current service year. Any payment made for accrued vacation time benefit will be a prorated share rounded to the nearest whole hour.

1506. Payment of Vacation Time Benefit. If an employee has requested and received approval from the Highway Superintendent, or his designee, at least thirty days in advance for vacation time benefits he/she shall receive his pay for the vacation time benefits the payday prior to his scheduled vacation time.

ARTICLE XVI. HOLIDAYS

1601. The Employer shall not normally schedule work on the following days that are observed as holidays:

New Year's Day
Memorial Day (Monday Holiday)
Independence Day (Fourth of July)
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

1602. If a holiday falls on a Saturday, the observation of the holiday shall be on the previous day, Friday. If a holiday falls on a Sunday, the observation of the holiday shall on the next day, Monday.

1603. Holiday Pay. Holiday pay benefits shall be calculated separately and shall have no bearing on the accumulation of hours worked during a work week. Holiday pay benefits will be calculated using the employee's regular rate times either eight (8) or ten (10) hours depending on whether the employees are working a Normal Work Week or a Summer Work Week. All Motor Equipment Operator employees must work the regularly scheduled day before a holiday observance and the next regularly scheduled day after a holiday observance to receive holiday pay benefits.

1604. Work on Holiday. Work shall not normally be scheduled on a holiday observance day; however, if an employee is called in to work on a holiday theye/she will be paid for that work time the same as any other time worked on any other work day in any other work week in addition to the holiday pay benefit. Holiday pay shall be included in the paycheck for the work week in which the holiday is observed.

ARTICLE XVII. LEAVE

1701. Personal Days. Each full-time Motor Equipment Operator employee placed on the Seniority List shall be granted personal leave as follows, with any unused personal days accrued up to the following maximums:

<u>Earned</u>	<u>Maximum Accrual</u>	
Effective January 1, 2003	64 hours	320 hours
Effective January 1, 2004	64 hours	320 hours
Effective January 1, 2005	64 hours	320 hours

Hours may be used in segments of as few as four (4) hours. Each employee may use these hours at their discretion for whatever purpose they deem necessary. Each employee shall give the Employer as much advance notice as possible of his/her decision to take personal leave, and must be given to Superintendent of Highways no later than start of shift. When leaving employment, for any reason, no unused and/or accrued personal days will be paid.

1702. Bereavement Leave. If there is a death in the immediate family of a Motor Equipment Operator employee the Employer shall grant the employee up to three (3) days paid leave. The term "immediate family" shall mean spouse, children, parents, stepparents, mother-in-law, father-in-law, brothers, sisters, grandparents. The Employer shall pay the employee for eight (8) hours per day at the employee's regular hourly rate. The last day of the leave shall be no later than the day after the funeral whether or not that day falls on a scheduled work day. The employee shall receive pay only for days of leave that were taken on regularly scheduled work days.

1703. Military Leave. Military leave shall be as provided by the New York State Statutes pertaining to same.

1704. Jury and Compelled Appearance. An employee called for jury duty, subpoenaed to appear as a witness or other order of the Court shall be granted leave for that duty or appearance with no charge against leave

credits. For each day of such duty or appearance, the Employee shall be paid the difference between his regularly scheduled work day hours at regular time rate of pay and the actual payment received for that duty or appearance, such as witness or jury fees. This payment shall be accomplished by the employee turning his/her payment for jury or witness service over to the Town Supervisor, and the employee shall in turn receive his/her full pay for that day provided he/she works any hours scheduled for the day that are not spent in court appearance or travel time to or from the Court. This compensation shall be in addition to all other benefits provided for by this Agreement.

1705. Leave of Absence. Any employee desiring an unpaid leave of absence from employment shall secure written permission from both the Union and the Employer as soon as reasonably possible prior to the leave. During the period of absence, the employee shall not engage in any gainful employment unless agreed to by the Union and the Employer. An employee's request for a leave of absence shall not be denied if the request is for a good cause. All provisions of the Civil Service Law of the State of New York shall govern the terms of this Agreement pertaining to leave of absence.

ARTICLE XVIII. MAINTENANCE OF STANDARDS

1801. The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

1802. Where new operations to be covered by this Agreement for which rates of pay and other terms and conditions of employment are not established by this Agreement are to be put into effect by the Employer, the Employer

shall give the Union as much advance notice as possible and shall likewise enter into negotiations regarding such matters.

ARTICLE XIX. DECLARATION OF NO STRIKE POLICY

1901. In consideration of the Employer's recognition of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the employees, and that it will not impose any obligation on the employees to conduct, assist or participate in a strike. In recognition of the pledge of the Union not to engage in a strike against the Employer, the Employer agrees not to engage in a lockout or take similar action against the Union or the employees.

ARTICLE XX. WORK PROTECTION

2001. As proved in Article I, Paragraphs 104 of this Agreement.

ARTICLE XXI. LEGISLATIVE ACTION

2101. The Employer shall prepare, secure introduction, and recommend passage by the appropriate legislative body of appropriate legislation in order to proved the benefits described in this Agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION
OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS
IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE
ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE
APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXII. SAVINGS AND SEPARABILITY

2201. Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction, the parties hereto shall honor the remainder of the Agreement and shall meet for the purpose of renegotiating that portion declared unlawful.

2202. If any Article or paragraph is held invalid or enforcement of or compliance with which has been restrained, the parties affected thereby shall enter into collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXIII. AGREEMENT

2301. This Agreement shall be effective from January 1, 2003 to December 31, 2005, both dates inclusive.

2302. The parties agree to conduct meetings for the purpose of collective bargaining to agree upon amendments to this Agreement during the period of one hundred eighty (180) days preceding the expiration of this Agreement or preceding the end of the fiscal year ending immediately before the year in which this Agreement expires if this Agreement does not expire on the same date as the end of the Employer's fiscal year.

2303. The foregoing constitutes the entire Agreement between the parties hereto, and no verbal statement or other agreement, except an amendment in writing annexed herein and designated as an amendment to this Agreement shall supersede or vary provisions herein.

TOWN OF TUSCARORA

By Robert V. Nichols

Title Supervisor

Date 11-12-02

TEAMSTERS LOCAL UNION NO. 529

By Ernest D. Q

Title President

Date 10-1-02